

Official Notice No. 7279

**INVITATION TO SUBMIT PROPOSALS TO PROVIDE
TENTING & RENTAL SERVICES FOR THE**

MILWAUKEE COUNTY ZOO

Sealed proposals from firms interested in providing tenting services for the Milwaukee County Zoo will be received until 4pm., on Thursday, March 1, 2018 in the office of:

**Milwaukee County Clerk
Room 105, Courthouse
901 North 9th Street
Milwaukee, WI 53233**

Instructions for preparing proposals are contained within the attached Request for Proposals.

Contact Information:

Milwaukee County Zoo
Renee Klatt, Group Sales Manager
10001 W. Bluemound Road
Milwaukee, WI 53226
414/256-5432
renee.klatt@milwaukeecountywi.gov

Invitation to Submit Proposals for Tenting and Rental Services for 2018, Milwaukee County Zoo

I. INTRODUCTION

Milwaukee County Zoo (Client or County) is seeking proposals from experienced Tenting Rental Companies (Contractor or Consultant) to provide Tenting and Rental Services to Zoo's Group Sales Department Zoo's Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, and Zoo Grounds for scheduled corporate, non-profit and private events during the course of the 2018 picnic and event season.

II. BACKGROUND

The Milwaukee County Zoo is Wisconsin's number one single tourist attraction drawing over 1.3 million visitors each year. The Zoo is a family attraction that entertains and educates its visitors. It is the Zoo's desire to maintain its position as the state's number one family attraction and reach its goal of attracting 1.35 million visitors on a yearly basis.

III. GENERAL SCOPE OF WORK

Under the direction of the Zoo Group Sales Staff, the Contractor will deliver, install, service and subsequently provide on-site management of the installation of tenting and required rentals to all scheduled Zoo Group Sales Events.

A. General Requirements

The proposal and service contract must conform to the scope of services as outlined below.

1. This service agreement shall be for the picnic and event season, to run from April 1, 2018 to March 31, 2019.
2. Contractor will assign a designated account representative to manage/maintain all Group Sales zoo events that require tenting, tables & chairs, staging, and additional event rentals in the Zoo's designated picnic areas, animal buildings & on the Zoo grounds. This excludes the Peck Welcome Center and Zoofari Center.
3. Supply, transport, set-up, removal, and maintenance of tents and additional rentals for each and every event as required.
4. Successful Contractor must provide flexible working schedules with various events.
5. Contractor must be on-site with installation service completed on or before the day prior to the commencement of the event. Tear down of all tents and rentals must occur on the day following the event. Some events have longer lead times and on-site times may vary.
6. At least one supervisor must be on-site with knowledge of placement of tenting, during the set-up and tear down of event to answer questions, resolve problems or make any necessary revisions per the discretion of the contractor and the

Zoo's mutual client. Coordination shall be limited to the client and/or Zoo staff requests only.

7. Contractor must conduct daily on-site inspections and required maintenance of tents prior to the opening of an event as requested by the contractor's client and/or Zoo staff.
8. Twenty-four (24) hour/seven (7) days per week on-call service is required throughout the contract and in particular during all events. One (1) hour emergency response is required.
9. All tents must be capable of attaching sidewalls. The contractor's inventory must include enough walls to accommodate all tents supplied. Tent wall pricing shall be separated from that of the tent, and shall be supplied at the request of the contractor's client and or Zoo staff.
10. All tents and installation must be in accordance with the rules and regulations, as outlined in the Wisconsin Building Code, ILHR Ch. 62-Specialty Occupancies, Sub chapter III – Tents.
11. All tents must be inspected and cleaned prior to the installation. Tents shall be no more than three years old.
12. All tents must be free of tears, holes, or other damage and repaired in a manner that is inconspicuous.
13. An owner identification tag is allowed on the underside of the tent, no larger than 3"x6".
14. Signage for exclusivity/sponsorship will be negotiated with designated Zoo Management.
15. The contractor selected shall waive exclusive rights for activities associated Milwaukee a la Carte (August 16 through 19, 2018 at which time tenting in zoo parking lots are prohibited), Contracts issued for - Zoo Special Events organized through Zoo Special Events Division and all Zoological Society events.
16. Contractor supplier is to notify Zoo of all tents and rentals to be placed or delivered on zoo grounds with diagram for tenting and seating (CAD diagram preferred), date, location and company, via fax or e-mail.
17. Contractor supplier is to fill all tent holes, within 2 days of takedown by filling with sand within three inches of the top asphalt and covered with asphalt.
18. Contractor shall provide to the County one (1) 20x20 tent in each of Zoo's six (6) designated picnic areas from May 1 to September 30, 2018. Tents must be all of the same style and color.
19. Contractor can set up approved promotional materials, tables, linens, etc. in the 7-foot by 3-foot area outside of Group Sales office inside Zoo.
20. Contractor shall negotiate individual contracts with Zoo Clients as related to event tenting and rentals.

IV. CONSULTANT SELECTION CRITERIA

The Contractor will be evaluated by a committee of three (3) individuals with knowledge of the proposal requirements and familiarity with the Zoo. The evaluation may include an interview with top scoring finalists. An award, however, may be made without an interview.

The evaluation and selection of a Contractor will be made based on the following criteria:

- A. Contractor must have the experience, inventory and ability to install, service and provide on-site management in the installation and delivery of tenting and rentals to all scheduled Zoo Group Sales events April 1, 2018 through March 31, 2019. 40%
- B. Contractor must assign a designated account representative to maintain/manage specific Zoo events that require tenting and additional rentals. 30%
- C. Contractor must provide the necessary number of staff to implement the above installations, maintenance service, delivery service, pick up and teardown. 20%
- D. Reasonableness of fees. Proponent must recognize that this is not a "bid" procedure and the contract will not be awarded solely on the basis of proposed fees for tenting and rentals. 10%

V. PURCHASE/SPONSORSHIP AGREEMENT

Contractor will pay directly to Milwaukee County Zoo a fee of \$15,000, in consideration for becoming the exclusive Tenting/Rental Company to the Zoo's Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, and Zoo Grounds – April 1, 2018 to March 31, 2019.

Contractor must provide the Zoo with one (1) 20x20 tent in each of the Zoo's six (6) designated picnic areas from May 1st to October 1st yearly. Tents must be all same style and color. The Zoo views the aforementioned requested tenting as a sponsorship item as related to exclusive tenting for the Zoo's Group Sales Department.

Milwaukee County Zoo will provide 250 promotional Sponsorship Zoo Admission passes.

Contractor can set up approved promotional materials, table, chairs, linens, etc. in the 7-foot by 3-foot area outside of Group Sales office inside Zoo.

VI. TERMS OF AGREEMENT

This agreement shall commence upon acceptance by the COUNTY and terminate by the end of March 31, 2019. With the client having the option to extend the contract for three additional twelve (12) month periods. The contract will provide for cancellation by either party upon 30 days written notice.

VII. COUNTY RESERVATION

The County reserves the right to reject any and all proposals or to waive any informalities in any proposal which will be at the sole judgment of the County, and also reserves the right not to make an award.

At any time, from time to time, whenever the County deems appropriate, the County may, upon reasonable written notice, make a reasonable alteration, change, modification, addition, and/or deletion to any term, condition, criteria, requirement, time frame, and/or other specification of the Request for Proposal and/or aspect related thereto.

VIII. PREPARATION OF PROPOSAL

Proposal should include all requested information as outlined in the "Selection Criteria" section and be prepared in sufficient detail to evaluate the agency's understanding of the scope of the project. The proposal must contain:

Client references, including contact names and telephone numbers.

Information on the company that illustrates sufficient experience, staffing and equipment inventory to successfully provide tenting services.

Inventory of tenting, sidewalls, tables and chairs, and fees that illustrate reasonableness of rental fees charged to the Zoo's clientele.

Provide photographs of recent installations.

Completing of Indemnity and Insurance requirements submitted to Milwaukee County Department of Administration.

FAILURE TO PREPARE PROPOSALS IN REQUESTED FORMAT WILL BE CONSIDERED REASON FOR REJECTION.

Three (3) copies of the proposal must be received no later than 4 p.m., CST, March 1, 2018 in a sealed envelope at the Milwaukee County Courthouse. Envelopes should be clearly marked as follows:

Milwaukee County Clerk
Room 105 Courthouse
901 N. 9th Street
Milwaukee, WI 53233

Proposal for Tenting and Rental Services, Milwaukee County Zoo
Attention: Renee Klatt – Group Sales Manager

IX. CONTRACT

Attached is a draft contract that includes covenants and provisions that are required to be performed by the contractor. Proponents should review the contract and its requirements in preparing responses to the Request for Proposal.

X. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

In the performance of work under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Consultant agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Consultant's work force, where these groups may have been previously underutilized and underrepresented. Consultant also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Consultant, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, but in either event, Contractor shall be ineligible to bid on any future Agreements let by County.

XI. COUNTY'S RIGHT TO AUDIT

Consultant shall permit the authorized representative of County, after reasonable notice, to inspect and audit all data and records of Consultant related to carrying out this contract for a period of up to three years after completion of the Contract.

XII. PROPOSAL QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to:

Renee Klatt at renee.klatt@milwaukeecountywi.gov RFP Contact/Administrator

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by March 1, 2018 (The specified deadline). Milwaukee County will not respond to any questions received after this date and time.

Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's website. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the Milwaukee County Department of Transportation. The RFP Contact/Administrator assigned to this RFP, along with contact information, is noted. The RFP Contact/Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

**MILWAUKEE COUNTY ZOO
TENTING AND RENTAL SERVICES (DRAFT) CONTRACT 2018**

THIS AGREEMENT, by and between Milwaukee County, as represented by its Zoological Gardens (the "Zoo"), and _____ (the "Contractor") is entered into on _____.

OVERVIEW

The Zoo is seeking proposals from experienced Tenting Rental Companies to provide exclusive tenting and rental services to the Zoo's Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, Zoo Grounds, and scheduled corporate, non-profit and private events, during the course of the 2018 picnic and event season.

SCOPE OF SERVICES

Under the direction of the Zoo Group Sales Staff, the Contractor shall specifically perform all of the tasks and achieve the objectives set forth in its proposal; and will deliver, install, service and subsequently provide on-site management of the installation of tenting and required rentals to all scheduled Zoo Group Sales Events. If there is a variance between the Contractor's proposal and this Contract, the latter shall be controlling, unless otherwise provided for in writing.

A. **General Requirements.** The proposal and service contract must conform to the scope of services as outlined below.

1. This contract shall be for the 2018 event and summer picnic season, beginning on April 1, 2018 and ending on March 31, 2019.
2. Contractor shall assign a designated account representative to manage/maintain specific zoo events that require tenting, tables & chairs, staging, grills, and additional event rentals in the Zoo's designated Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, and Zoo Grounds. This excludes the Peck Welcome Center, and Zoofari Conference Center.
3. Contractor shall supply, transport, set-up, remove, and maintain the tents and additional rentals for each and every event as required.
4. Contractor shall provide flexible working schedules with various events.
5. Contractor shall be on-site with installation service completed on or before the day prior to the commencement of the event. Tear down of all rentals must occur

on the day following the event. Some events have longer lead times and on-site times may vary.

6. At least one supervisor must be on-site with knowledge of placement of tenting, during the set-up and tear down of event to answer questions, to resolve problems or to make any necessary revisions per the discretion of the Contractor and the Zoo's mutual client. Coordination shall be limited to the client and/or Zoo staff requests only.
7. Contractor must conduct daily on-site inspections and required maintenance of tents prior to the opening of an event as requested by the Contractor's client and/or Zoo staff.
8. Twenty-four (24) hour/seven (7) days per week on-call service is required throughout the contract and in particular during all events. One (1) hour emergency response is required.
9. All tents must be capable of attaching sidewalls. The contractor's inventory must include enough walls to accommodate all tents supplied. Tent wall pricing shall be separated from that of the tent, and shall be supplied at the request of the Contractor's client and or Zoo staff.
10. All tents and installation shall be in accordance with the rules and regulations, as outlined in the Wisconsin Building Code, ILHR Ch. 62-Specialty Occupancies, Sub chapter III – Tents.
11. All tents must be inspected and cleaned prior to the installation. Tents shall be no more than three (3) years old.
12. All tents must be free of tears, holes, or other damage and repaired in a manner that is inconspicuous.
13. An owner identification tag is allowed on the underside of the tent, no larger than 3" x 6".
14. Signage for exclusivity/sponsorship will be negotiated with designated Zoo Management.
15. Contractor shall waive exclusive rights for activities associated with the Milwaukee a la Carte (August 16-19, 2018 at which time tenting in zoo parking lots is prohibited), contracts issued for Zoo Special Events organized through Zoo Special Events Division, and all Zoological Society events.

16. Contractor supplier is to notify the Zoo of all tents and rentals to be placed on or delivered to zoo grounds with related diagrams for tenting and seating (CAD diagram preferred), date, location and company, via fax or e-mail.
17. Contractor's supplier is to fill all tent holes within 2 days of takedown by filling with sand within three inches of the top asphalt and covered with asphalt.
18. Contractor shall provide to the County one (1) 20' x 20' tent in each of Zoo's six (6) designated picnic areas from May 1 to September 30, 2018. Tents must be all of the same style and color. The Zoo views the aforementioned requested tenting as a sponsorship item as related to exclusive tenting for the Zoo's Group Sales Department.
19. Contractor can set up approved promotional materials, tables, linens, etc. in the 7' x 3' area outside of the Group Sales Office inside the Zoo.
20. Contractor shall negotiate individual contracts with Zoo Clients as related to event tenting.

COMPENSATION

Contractor shall pay directly to the Zoo a minimum fee of \$15,000.00 in consideration for becoming the exclusive Tenting Company to the Zoo's Group Sales Department Picnic Areas, Gathering Place, Flamingo Restaurant and Patio, Lakeview Restaurant, Animal Buildings, and Zoo Grounds – April 1, 2018 to March 31, 2019.

The Zoo will provide 250 promotional Sponsorship Zoo Admission passes.

CONTRACT TERM

This Agreement shall commence upon acceptance by the COUNTY and terminate by the end of March 31, 2019. With the client having the option to extend the contract for three additional twelve (12) month periods. The contract will provide for cancellation by either party upon 30 days written notice.

NONDISCRIMINATION EQUAL EMPLOYEMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and

applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program shall have as its objective to increase the utilization of women, minorities, and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractor's work force, where these groups may have been previously underutilized and underrepresented. Contractor also agrees that in the event of any dispute as to compliance with the stated requirements, it shall be its responsibility to show that it has met all such requirements.

When violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, but in either event, Contractor shall be ineligible to bid on any future contracts let by County.

AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this contract for a period of up to three years after completion of the Contract.

INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all loss or expense, including but not limited to, costs and attorney's fees, by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its agents which may arise out of or are connected with any of the activities covered by this Contract.

INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance

provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Worker's Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial/Comprehensive General Liability	
General Aggregate	\$2,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Contractual Liability	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per accident
All Autos-owned and non owned and/or hired	
Uninsured Motorist	per WI requirements

Milwaukee County will be named as an additional insured for General Liability and Automobile Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Contract are subject to periodic review and adjustment by the County Risk Manager.

MISCELLANEOUS TERMS

- A. The County reserves the right to interview any personnel prior to their being assigned to work on Zoo grounds.
- B. Nothing contained in the Contract shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, the Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
- C. This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.
- D. The Contractor, during the period of this Contract shall not hire, retain or utilize for compensation any member, officer or employee of the County or any person who, to the knowledge of the Contractor, has a conflict of interest.
- E. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which states in relevant part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions or judgment would be influenced thereby."
- F. The Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. Contractor acknowledges and agrees that it will perform its obligation hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month, and year first above written.

MILWAUKEE COUNTY

CONTRACTOR

Charles Wikenhauser (Date)
Zoo Director

(Date)

Taxpayer ID

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved:

Approved:

By: _____ Date: _____
Comptroller

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel